UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/854,306	05/11/2001	Eric Yang	15448-0502	7816

				EXAMINER	
29989	7590	01/13/2006		MOONEYHAM, JANICE A	

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ART UNIT	PAPER NUMBER
3629	

DATE MAILED: 01/13/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)
	09/854,306	YANG ET AL.
	Examiner	Art Unit	
	Janice A. Mooneyham	3629	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE _3_ MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on _27 October 2005_.

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) _1-142_ is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) _1-142_ is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☐ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413) Paper No(s)/Mail Date. _____.

5)☐ Notice of Informal Patent Application (PTO-152)

6)☐ Other: _____.

DETAILED ACTION

1.   This is in response to the applicant's communication filed on October 27, 2005,

wherein:

   Claims 1-142 are currently pending;

   Claims 1, 23, 56 and 65 have been amended.

2.   The Examiner also notes the applicant's disclosure of office actions filed on

October 21, 2005, wherein the applicant encourages the Examiner to review the file

history of the related application as some of the information contained therein may be

material to the examination of the present application. The Examiner will review the

related applications for double patenting issues. However, if there is prior art in related

applications that the applicant finds relevant to this application, the applicant is

requested to submit the prior art to the Examiner through an Information Disclosure

Statement (IDS), wherein the Examiner will consider this prior art.

Claim Rejections - 35 USC § 101

3.   The rejection under 35 U.S.C. 101 as to claims 1-71 has been ***withdrawn***.

Response to Arguments

4.   Applicant's arguments filed October 27, 2005 have been fully considered but they

are not persuasive.

5.   Claim rejection – 35 USC Section 102:

Claims 1-17, 19, 22-49, 51, 55-64, 72-88, 90, 93-120, 122, and 126-135 were

rejected under 35 USC section 102(e) as being anticipated by Ginter (US

2004/0133793). The applicant states that Ginter was filed on June 25, 2003 and that

the present application was filed on May 11, 2001.   Thus, the applicant argues that

because the present application has a filing data that is earlier than Ginter's filing date,

Ginter cannot be used to rejection Claims 1-17, 19, 22-49, 51, 55-64, 72-88, 90, 93-120,

122, and 126-135 under 35 USC Section 102 (e).

MPEP Section 706 states:

If the publication or issue date of the reference is too recent for 35 U.S.C. 102(b)
to apply, then the examiner should consider 35 U.S.C. 102(e). In order to apply a
reference under 35 U.S.C. 102(e), the inventive entity of the application must be
different than that of the reference. Note that, where there are joint inventors,
only one inventor needs to be different for the inventive entities to be different
and a rejection under 35 U.S.C. 102(e) is applicable even if there are some
inventors in common between the application and the reference.
Revised 35 U.S.C. 102(e), as amended by the American Inventors Protection Act
of 1999 (AIPA) (Pub. L. 106-113, 113 Stat. 1501 (1999)), and as further
amended by the Intellectual Property and High Technology Technical
Amendments Act of 2002 (Pub. L. 107-273, 116 Stat. 1758 (2002)), applies in the
examination of all applications, whenever filed, and the reexamination of, or other
proceedings to contest, all patents.

***The filing date of the application being examined is no longer relevant in
determining what version of 35 U.S.C. 102(e) to apply in determining the
patentability of that application, or the patent resulting from that
application.*** The revised statutory provisions supersede all previous versions of
35 U.S.C. 102(e) and 374, with only one exception, which is when all previous
versions of 35 U.S.C. 102(e) and 374, with only one exception, which is when the
potential reference is based on an international application filed prior to
November 29, 2000. Furthermore, the provisions amending 35 U.S.C. 102(e)
and 374 in Pub. L. 107-273 are completely retroactive to the effective date of the

relevant provisions in the AIPA (November 29, 2000). See MPEP § 706.02(f)(1) for examination guidelines on the application of 35 U.S.C. 102(e).

706.02(f)(1) [R-3]   Examination Guidelines for Applying References Under 35 U.S.C. 102(e)

I. DETERMINE THE APPROPRIATE 35 U.S.C. 102(e) DATE FOR EACH POTENTIAL REFERENCE BY FOLLOWING THE GUIDELINES, EXAMPLES, AND FLOW CHARTS SET FORTH BELOW:

(A)   The potential reference must be a U.S. patent, a U.S. application publication (35 U.S.C. 122(b)) or a WIPO publication of an international application under PCT Article 21(2) in order to apply the reference under 35 U.S.C. 102(e).

(B)   Determine if the potential reference resulted from, or claimed the benefit of, an international application. If the reference does, go to step (C) below. The 35 U.S.C. 102(e) date of a reference that did not result from, nor claimed the benefit of, an international application is its earliest effective U.S. filing date, taking into consideration any proper benefit claims to prior U.S. applications under 35 U.S.C. 119(e) or 120 if the prior application(s) properly supports the subject matter used to make the rejection in compliance with 35 U.S.C. 112, first paragraph. See MPEP § 2136.02.

In this application the potential reference is a US application publication that does not claim benefit of an international application. Thus, the proper filing date of this reference, taking into consideration the proper benefit claims to prior US applications under 35 USC 199(e) and 120 is 1995.

6.   Claim rejections – 35 USC section 103:

Claims 18, 20-21, 50, 52-54, 65-71, 89, 91-92, 121, 123-125 and 136-142 were rejected under 35 USC section 103(a) as being unpatentable over Ginter.

The applicant argues that Ginter cannot be used to reject the claims of the present application under 35 USC Section 103 (a). The Examiner respectfully disagrees with this assertion and directs the applicant to MPEP Section 706.

MPEP Section 706 states:

Subject matter which is developed by another person which qualifies as prior art only under 35 U.S.C. 102(e), (f) or (g) may be used as prior art under 35 U.S.C. 103 against a claimed invention unless the entire rights to the subject matter and the claimed invention were commonly owned by the same person or organization or subject to an obligation of assignment to the same person or organization at the time the claimed invention was made.

Thus, Ginter qualifies as prior art under 35 USC 103.

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

7.   Claims 1-17, 19, 22-49, 51, 55-64, 72-88, 90, 93-120, 122, and 126-135 are rejected under 35 U.S.C. 102(e) as being anticipated by Ginter et al (US 2004/0133793) (hereinafter referred to as Ginter).

Referring to Claims 1 and 72:

Ginter discloses a computer implemented method and medium for managing a contract (*[0012] under VDE, such an extended agreements may comprise an electronic contracts [0053]*), comprising:

receiving an inquiry regarding licensing of a first set of software under a particular contract *[0007-0008] Electronic content [0012] electronic contract, [0053] VDE can enable a very broad variety of electronically enforced commercial and societal agreements. These agreements can include electronically implemented contracts, licenses, laws, regulations, and tax collection; [0078-0081] Electronic content [0093], [0161-0162], Figures 72A-72D, [0137] content providers who employ the present invention may include software applications [0425] the "events" may include, for example, a **request to use content or generate a usage permission;** a common example of this type of negotiation today is the purchase of software under the terms of a "shrink-wrap license"; [1947] an electronic contract is an electronic form of an agreement including rights, restrictions, and obligations of the parties to the agreement. In may cases, electronic agreements may surround the use of digitally provided content; for example, a license to view a digitally distributed movie);*

accessing information pertaining to the contract, the information comprising quota parameters which specifies a quota of resources that can be consumed under the contract *(Figure 2A Rules and controls, Figures 5A and 5B **Permissions record** (808) [0161-0162] parameters [0166] metering the number of copies, Figures 3 and 4, [0214],[0426-0433]);*

determining a first licensing (subsets or extended agreements) amount

attributable to licensing the first set of software *([0012][0405] how much it costs to use*

the content, [0410-0411] specify how much it costs[0426-0431], Figure 26A (944)

number of rights record, Figure 50d (1718));

updating the quota parameter based, at least partially, upon the first licensing

amount *(Figure 61 (2239) update Meter, [0393])* ; and

allowing the first set of software to be used under the contract *(Figure 3 (402)*

GO, [0061-0062] distribution of permissions to use electronic information).

Referring to Claims 23 and 94:

Ginter discloses a computer implemented method and medium for managing a

contract *([0012] under VDE, such an extended agreements may comprise an electronic*

contracts [0053])), comprising:

receiving a first inquiry regarding licensing of a first set of software under a

particular contract *[0007-0008] Electronic content [0012] electronic contract, [0053] VDE*

can enable a very broad variety of electronically enforced commercial and societal

agreements. These agreements can include electronically implemented contracts,

licenses, laws, regulations, and tax collection; [0078-0081] Electronic content [0093],

[0161-0162], Figures 72A-72D, [0137] content providers who employ the present

invention may include software applications [0425] the "events" may include, for

*example, a **request to use content or generate a usage permission;** a common*

example of this type of negotiation today is the purchase of software under the terms of

a "shrink-wrap license"; [1947] an electronic contract is an electronic form of an

agreement including rights, restrictions, and obligations of the parties to the agreement. In may cases, electronic agreements may surround the use of digitally provided content; for example, a license to view a digitally distributed movie);

accessing information pertaining to the contract, the information comprising quota parameter which specifies a quota of resources that can be consumed under the contract, and one or more contract terms associated with the contract *(Figure 2A Rules and controls, Figures 5A and 5B **Permissions record** (808) [0161-0162] parameters [0166] metering the number of copies, Figures 3 and 4, [0214],[0426-0433])*

determining a first licensing amount *(subsets or extended agreements)* attributable to licensing the first set of software, said licensing amount determined, at least partially, by applying one or more of the contract terms *([0012], [0174] VDE control information (including budgeting, pricing, and metering) can be configured so that it can specifically apply, as appropriate, to ad hoc selection of different, unanticipated variable user selected aggregations of information increments and pricing levels can be, at least in part, based on quantities and/or nature of mixed increment selections [0405] how much it costs to use the content, [0410-0411] specify how much it costs, [0426-0431]; Figure 26A (944) number of rights record; Figure 50d (1718; [2319-2321);*

updating the quota parameter based, at least partially, upon the first licensing amount *(Figure 61 (2239) update Meter, [0393])*; and

allowing the first set of software to be used under the contract *([0062] Figure 3 (402) GO).*

Referring to Claims 56-64 and 127-135:

Ginter discloses a computer implemented method and medium for managing a

contract (*[0012] under VDE, such an extended agreements may comprise an electronic*

contracts [0053]), comprising:

receiving an inquiry regarding licensing of a first set of software under a particular

contract *[0007-0008] Electronic content [0012] electronic contract, [0053] VDE can*

enable a very broad variety of electronically enforced commercial and societal

agreements. These agreements can include electronically implemented contracts,

licenses, laws, regulations, and tax collection; [0078-0081] Electronic content [0093],

[0161-0162], Figures 72A-72D, [0137] content providers who employ the present

invention may include software applications [0425] the "events" may include, for

*example, a **request to use content or generate a usage permission;** a common*

example of this type of negotiation today is the purchase of software under the terms of

a "shrink-wrap license"; [1947] an electronic contract is an electronic form of an

agreement including rights, restrictions, and obligations of the parties to the agreement.

In may cases, electronic agreements may surround the use of digitally provided

content; for example, a license to view a digitally distributed movie);

accessing information pertaining to the contract, the information comprising

quota parameters which specifies a quota of resources that can be consumed under the

contract *(Figure 2A Rules and controls, Figures 5A and 5B **Permissions record (808)***

[0161-0162] parameters [0166] metering the number of copies, Figures 3 and 4,

[0214],[0426-0433]); accessing one or more other sets of information pertaining to one

or more other contracts related to the contract ([0012] and [0161-0162]), each of the other sets of information comprising one or more contract terms associated with one of the contracts (Figures 3-4, [0061] [0077-0081];

processing the information in a particular order and searching as each set of information is processed to derive one or more applicable contract terms that apply to the inquiry by reconciling the information to extract one or more applicable contract terms and upon finding a contract term that applies, including the term as one or more applicable contract terms *[0061- 0067] a rights application under VDE is made up of special purpose pieces, each of which can correspond to one or more basic electronic processes needed for a rights protection environment. These **processes can be combined together like building blocks** to create electronic agreements that protect these rights, [0254] seniority of contributed control information [1209-1213] PERCs 808 are organized as a hierarchical structure, [0249-0255]*).

determining a first licensing amount attributable to licensing the first set of software, said licensing amount determined, at least partially, by applying one or more of the contract terms *([0012], [0405] how much it costs to use the content, [0410-0411 specify how much it costs, [0426-0431]; Figures 3 and 4 Figure 26A (944) number of rights record; Figure 50d (1718))*;

updating the quota parameter based, at least partially, upon the first licensing amount *(Figure 61 (2239) update Meter, [0393])*; and

allowing the first set of software to be used under the contract *([0062] Figure 3 (402) GO)*.

Referring to Claims 2, 5-10, 24, 29-37, 73, 76-81, 95, and 100-108:

Ginter discloses a method and medium further comprising:

receiving a second inquiry regarding licensing a second set of software, or

obtaining a service comprising technical support, or purchasing a product under the

contract or a set of property comprising intellectual property or proprietary information

([0017 electronic information products [0025] electronic products [0046-0052] [0071]

[0093] [0161-0162] [0174]);

determining a second licensing amount, service amount, purchasing amount

attributable to licensing the second set of software, obtaining the services, purchasing

the product, or licensing the property, by applying one or more contract terms *([0012],*

[0405] how much it costs to use the content, [0410-0411 specify how much it costs,

[0426-0431]; Figure 26A (944) number of rights record; Figure 50d (1718));

updating the quota parameter based, at least partially, upon the second licensing

amount, service amount, purchasing amount *(Figure 61 (2239) update Meter, [0393])*;

and

allowing the second set of software to be used under the contract, the service to

be rendered, the product to be purchased, or the property used *([0062] Figure 3 (402)*

GO).

Referring to Claims 3, 25, 74, and 96:

Ginter discloses wherein the first set of software and the second set of software

are different sets of software ([0012], [0061][0107] [0161], also see [2320]).

Referring to Claim 4, 26, 75, and 97:

The fact that the second set of software is an upgraded version of the first set of

software is determined to be non-functional descriptive data since the method would be

performed the same no matter whether the software was an upgrade or not. The type

of software is not functionally interrelated with the steps of the invention and thus this

descriptive material will not distinguish the claimed invention from the prior art in terms

of patentability. See *In re Gulack*, 217 USPQ 401 (CAFC 1983), *In re Lowry,* 32

USPQ2d 1031 (CAFC 1994).

Referring to Claims 11, 41, 82, and 112:

Ginter discloses wherein updating the quota parameter comprises reducing the

parameter by the first licensing amount *(Figures 3 and 4 Figure 61 (2239) update Meter,*

[0393], [0161]).

Referring to Claims 27-28 and 98-99:

Ginter discloses wherein the one or more contract terms applied to determine the

first licensing amount are the same as/different from the one or more contract terms

applied to determine the second licensing amount (*[0061- 0067] a rights application*

under VDE is made up of special purpose pieces, each of which can correspond to one

or more basic electronic processes needed for a rights protection environment. These

processes can be combined together like building blocks *to create electronic*

agreements that protect these rights, [0254] seniority of contributed control information

[1209-1213] [0161-0163] agreement may also result from an automated electronic

process during which terms and conditions are "evaluated" by certain VDE participant

control information that accesses whether certain other electronic terms and conditions

attached to content and/or submitted by another party are acceptable; such an

evaluation process may be quite simple, for example a comparison to ensure

compatibility [0161] VDEF capabilities "evolve" to reflect the requirements of one or

more successive parties; [0163] VDE participants directly, through a user interface

means, resolve "disagreements" between control information [0164] another party

(other than the first applier of rules), perhaps through a negotiation process, accepts,

and or adds to and/or modifies, "in place" content control information, a VDE agreement

between two or more parties related to the use of such electronic content by be created

[0249] the control information can determine for example how and/or to whom electronic

content can be provided).

Referring to Claims 12-16, 42-46, 48, 83-87, 113-117, and 119:

Ginter discloses wherein the first inquiry specifies one or more additional inquiry

parameters and wherein the amount is determined based, at least partially, upon at

least one of the additional inquiry parameters (*[0214] flexible metering, enables such*

flexibility of metering control mechanisms to accommodate different parameters [0055]

[0108] allows electronic commerce participants to freely stipulate their business

requirements and trade-offs) wherein the parameter is specified by the sender of the

inquiry and wherein the one or more parameters comprises indicating a desired amount

of time or duration of the license, how may users may concurrently use the software,

how may copies of the software are desired (*[0111] VDE can further be used to enable*

commercially provided electronic content to be made available to users in user defined

portions).

Referring to Claims 17, 49, 88, and 120:

Ginter discloses granting a license to use the item for a period of time (Figure

26A Expiration date/time for this record (932) [0189], [0190], [0196-0197], [216]).

Referring to Claims 19, 51, 90, and 122:

Ginter discloses disallowing use of the item under the contract *(Figure 3 (402)*

NO GO).

Referring to Claims 22, 55, 93 and 126:

Ginter discloses receiving a request to deploy the software and deploying the

software to a host specified by a sender ([0032-0035], [0061-0062]).

Referring to Claims 38-40, and 109-111:

Ginter discloses wherein the one or more contract terms comprise an uplift, a

discount or a multiplier ([0174] discounted by 15% [0186-0190] pricing discounts).

Referring to Claims 47 and 118:

Ginter discloses wherein the first inquiry specifies a set of inquiry parameters,

which include a reference to the first set of software and one or more additional inquiry

parameters, and wherein determining the licensing amount comprises determining,

based at least partially upon one or more of the inquiry parameters which of said one or

more contract terms to apply to the first inquiry *([0061- 0067] a rights application under*

VDE is made up of special purpose pieces, each of which can correspond to one or

more basic electronic processes needed for a rights protection environment. These

processes can be combined together like building blocks *to create electronic*

agreements that protect these rights, [0254] seniority of contributed control information

[1209-1213] [0161-0163] agreement may also result from an automated electronic

process during which terms and conditions are "evaluated" by certain VDE participant

control information that accesses whether certain other electronic terms and conditions

attached to content and/or submitted by another party are acceptable; such an

evaluation process may be quite simple, for example a comparison to ensure

compatibility [0161] VDEF capabilities "evolve" to reflect the requirements of one or

more successive parties; [0163] VDE participants directly, through a user interface

means, resolve "disagreements" between control information [0164] another party

(other than the first applier of rules), perhaps through a negotiation process, accepts,

and or adds to and/or modifies, "in place" content control information, a VDE agreement

between two or more parties related to the use of such electronic content by be created

[0249] the control information can determine for example how and/or to whom electronic

content can be provided)

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set
> forth in section 102 of this title, if the differences between the subject matter sought to be patented and
> the prior art are such that the subject matter as a whole would have been obvious at the time the
> invention was made to a person having ordinary skill in the art to which said subject matter pertains.
> Patentability shall not be negatived by the manner in which the invention was made.

8.   Claims 18, 20-21, 50, 52-54, 65-71, 89, 91-92, 121, 123-125 and 136-142 are

rejected under 35 U.S.C. 103(a) as being unpatentable over Ginter.

Referring to Claims 18, 20-21, 50, 52-54, 65-71, 89, 91-92, 121, 123-125 and

136-142:

Ginter discloses a computer-implemented method and medium for managing a

contract ([0012] electronic contract), comprising:

accessing information pertaining to the license, the information comprising a

reference to a contract with one or more contract terms under which the license was

granted, the contract having quota parameters associated therewith which specify a

quota of resources that can be consumed under the contract; the information to the

license further comprising a licensing amount attributable to the licensing of the

software (*[0007-0008] Electronic content [0012] electronic contract, [0053] VDE can*

enable a very broad variety of electronically enforced commercial and societal

agreements. These agreements can include electronically implemented contracts,

licenses, laws, regulations, and tax collection; [0078-0081] Electronic content [0093],

[0161-0162], Figures 72A-72D, [0137] content providers who employ the present

invention may include software applications [0425] the "events" may include, for

*example, a **request to use content or generate a usage permission;** a common*

example of this type of negotiation today is the purchase of software under the terms of

a "shrink-wrap license"; [1947] an electronic contract is an electronic form of an

agreement including rights, restrictions, and obligations of the parties to the agreement.

In may cases, electronic agreements may surround the use of digitally provided content;

for example, a license to view a digitally distributed movie).

Ginter discloses usage auditing, reporting, and payment [0078]. Ginter does not

disclose receiving a request to terminate a license, determining a refund amount and

updating the quota parameter based upon the refund.

However, customer service is a key factor in the success of any business. One

way to keep customers satisfied to provide refunds for unused portions or providing

credits for the unused portion. This practice of giving a customer a refund for unused

portions is an old and well established business practice, for example, when a customer

is dissatisfied with the product and wants to return the product. The practice is

designed to keep customers returning for services.

Therefore, it would have been obvious to one of ordinary skill in the art to

incorporate into the contract management method and medium disclosed in Ginter a

refund mechanism since it makes good business sense to provide a credit for unused

portions so as to maintain customer satisfaction and loyalty, thus generating return
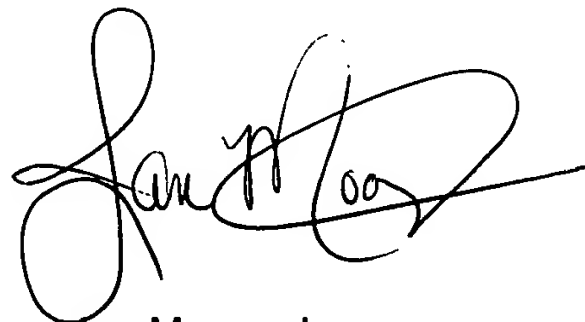
business.

Conclusion

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Janice A. Mooneyham whose telephone number is (571) 272-6805. The examiner can normally be reached on Monday through Thursday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on (571) 272-6812. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Jan Mooneyham
Patent Examiner
Art Unit 3629